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SIPDIS

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SENSITIVE

STATE FOR EAP/FO, EUR/RUS
TREASURY FOR WILKINSON, LEVEY, GLASER
NSC FOR MCKIBBEN

E.O. 12958: N/A

TAGS: EFIN RS KN KS
SUBJECT: TRANSMITTAL OF USG ASSURANCES REGARDING BANCO
DELTA ASIA

REF: COMFORT-QUANRUD EMAIL OF 6/17/07 AND PREVIOUS

¶1. (SBU) This message is sensitive but unclassified and not
for Internet distribution.

¶2. (SBU) Per reftel, Embassy delivered via diplomatic note,
under cover of a letter from the Ambassador, USG assurances
regarding Banco Delta Asia to the Ministry of Foreign Affairs
on June 18. In response, the MFA provided the following
diplomatic note.

(Begin Text)

The Ministry of Foreign Affairs of the Russian Federation
presents its compliments to the Embassy of the United States
of American and has the honour to acknowledge the receipt of
the Embassy's note No. 64 dated June 18, 2007, which states
the following:

"The Embassy of the United States of America presents its
compliments to the Ministry of Foreign Affairs of the Russian
Federation and has the honor to inform the Ministry of the
Following:

The US Government (USG) is pleased that the Government of the
Russian Federation (Russian Federation) has expressed its
willingness to take appropriate steps to facilitate the
transfer of approximately \$23 million held at Banco Delta
Asia in Macau to an account held by North Korea's Foreign
Trade Bank within the Far Eastern Commercial Bank (FECB) in
Russia. This transfer will be routed, in order, through (i)
the Macau Monetary Authority, (ii) the Federal Reserve Bank
of New York, (iii) the Bank of Russia (CBR), and (iv) the
FECB for the account of North Korea's Foreign Trade Bank.

The Russian Parties referred to below are the Russian
Federation, the CBR, the FECB and all of their elected and
appointed officials, directors, officers, employees, agents
and affiliates, and the US laws referred to below include,
without limitation, any US anti-money laundering and
anti-terrorist financing laws and regulations, including the
USA Patriot Act and related regulations; any US sanctions
laws, including the Trading with the Enemy Act and the
International Emergency Economic Powers Act, and related
executive orders and regulations; and any other US laws
relating to sanctions, money laundering, terrorist financing
or fraud.

The USG offers the following assurances relating to the
above-described transaction, which may be relied upon by the
Russian Parties:

11. The USG does not regard the actions to be taken by the FECB or the CBR, or to be facilitated by the Russian Federation, in furtherance of this transaction to be in violation of any US law or United Nations Security Council Resolution 1718.

12. The USG shall not take any legal or regulatory action under any US law against the Russian Parties in relation to any actions taken to facilitate or implement this transaction.

13. In the event of any action challenging this transaction, the USG shall, at the request of the Russian Federation, inform all relevant parties that it is the position of the USG that the actions taken by the Russian Parties to facilitate and implement this transaction are consistent with US policy and do not violate any US law.

14. The USG shall use its best efforts to prevent any international body of which it is a member from taking any legal, political or diplomatic action adverse to any of the Russian Parties in relation to their efforts to facilitate and implement this transaction.

15. The USG shall hold the Russian Parties harmless from any liability and shall compensate any expense they may incur arising out of any action challenging this transaction, and to the extent within the control of the USG, to save the Russian Parties free from any negative impact of the actions taken to facilitate or implement this transaction.

This note, together with its transmittal letter, contains obligations of the USG, binding under international law that shall enter into force on the date of the Ministry's reply.

The USG agrees that the above assurances may be made public if the Russian Federation so desires.

The Embassy of the United States avails itself of the opportunity to renew to the Government of the Russian Federation the assurance of its highest consideration."

The Ministry takes this opportunity to renew to the Embassy the assurances of its highest consideration.

Moscow, June 18, 2007. (End Text)
BURNS